

### Agreement for Sale

This Agreement made at.....this.....day of..... in the year Two Thousand and  
between

<b>A</b>	<b>NAME</b>	<b>PUNEET EDIFICE PRIVATE LIMITED</b>
	<b>ADDRESS</b>	401/402, Tulsee Chamber Premises CHSL, Opp. Teen Petrol Pump, L.B.S. Road, Thane (West) - 400 602
	<b>PAN No.</b>	AAKCP8860G
	<b>Email:</b>	<a href="mailto:legalcare@thepuneet.com">legalcare@thepuneet.com</a>

**PUNEET EDIFICE PRIVATE LIMITED** is a Company registered and regularized under the Indian Companies Act, 2013, bearing CIN no. U70109MH2019PTC333338, and represented by its Assistant Manager (CRM) Ms. Nikita Lakade , duly authorized in this regard vide Board Resolution dated \_\_\_\_\_ read with Authority Letter dated \_\_\_\_\_, having its Registered office at the address mentioned hereinafter referred to as the “Promoter”, which expression shall, unless repugnant to the context or meaning thereof mean and include its, successors in interest, executors, administrators and permitted assigns, of the FIRST PART;

And

<b>B</b>	<b>NAME</b>	_____
	<b>AGE</b>	----- Years
	<b>ADDRESS</b>	
	<b>PAN No.</b>	
	<b>Email:</b>	

Mr/Mrs \_\_\_\_\_, is an Indian inhabitant, residing at the address specified hereinabove, and is referred to hereinafter as the “Allottee 1”, which expression shall unless repugnant to the context or meaning thereof mean and include his/her Heirs, Successors, Executors and Assigns, of the SECOND PART.

<b>C</b>	<b>NAME</b>	Mr. _____
	<b>AGE</b>	_____ Years
	<b>ADDRESS</b>	
	<b>PAN CARD NO.</b>	
	<b>Email:</b>	_____

Mr/Mrs \_\_\_\_\_, is an Indian inhabitant, residing at the address specified hereinabove, and is referred to hereinafter as the “Allottee 2”, which expression shall unless repugnant to the context or meaning thereof mean and include his/her Heirs, Successors, Executors and Assigns, of the SECOND PART.

Allottee 1 and Allottee 2 shall hereinafter be collectively referred to as the “Allottee(s)”.

The Promoter and the Allottee shall be referred to individually as “Party” and collectively as “Parties” hereinafter.

**WHEREAS** the Promoter herein is seized of and in possession of and otherwise legally entitled to undertake the construction and redevelopment of all that part and parcel of non-agricultural land or ground at Building No. 21, Survey No. 113(pt) and City Survey No. 356 (pt), Kannamwar Nagar of Village- Hariyali, Taluka Kurla, Mumbai Suburban District in the Registration Sub District-Kurla, Vikhroli-East, Mumbai-400083, admeasuring about 388.76 sq.mtrs. as well as tit bit areas and other areas 213.72 sq. mtrs. totaling to 602.48 sq. mtrs.(including tit

bit areas and other areas), and more particularly described in the First Schedule of the Property hereinbelow (hereinafter referred to as “**the Project Land**”);

**AND WHEREAS** the Maharashtra Housing and Area Development Authority (“MHADA”), a statutory corporation constituted under the Maharashtra Housing and Area Development Act, 1976 was inter alia seized and possessed of and otherwise well and sufficiently entitled to the Project Land;

**AND WHEREAS** in pursuance of the Subsidized Industrial Housing Scheme introduced by the Government, MHADA constructed Building No. 21 for housing of the industrial workers on the Project Land (hereinafter referred to as the “Original Building”), and the Allottees of the aforesaid original Building formed themselves into a Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1961, namely the Aditya Darshan Co-operative Housing Society Ltd., having Registration No. MUM/MHADB/WS/HSG/TC10892/2000/2001 dated 18.07.2000 (hereinafter referred to as the “Society”).

**AND WHEREAS** by an Indenture of Lease dated 11.08.2022, registered in the Office of the Jt. Sub-Registrar of Mumbai on dated 12.08.2022 under Sr. No. KRL2-14965-2022 and executed by and between MHADA and the Society, MHADA demised unto the said original Society all and singular the Project Land and the original Building;

**AND WHEREAS** by a Deed of Sale dated 11.08.2022 executed by and between MHADA and the Society, registered in the Office of the Jt. Sub-Registrar of Kurla Mumbai under Sr. No. KRL2-14966-2022 on dated 12.08.2022, MHADA transferred and conveyed unto the said Society all of that property constituting the original Building, for the consideration and upon the terms and conditions mentioned in the said Deed;

**AND WHEREAS** the Society is absolutely seized & possessed and / or otherwise well & sufficiently entitled to the Project Land & the original Building as aforesaid.

**AND WHEREAS** by Development Agreement dated 09.03.2023, registered at the office of the Sub-Registrar Kurla-2 under SR. No. KRL2/4322/2023 on dated 9.03.2023, the Society has granted development rights in respect of the Project Land to the Promoter, upon the terms and conditions recorded in the said Development Agreement;

**AND WHEREAS** the Society also executed Irrevocable Power of Attorney dated 09.03.2023 in favour of the Promoter, which is registered in the Office of the Sub-Registrar, Kurla-2 under Sr. No. KRL2/4324/2023 on dated 9.03.2023.

**AND WHEREAS** by virtue of the aforesaid deeds and documents, the Promoter is in possession of the Project Land and is entitled to and enjoined upon to construct on the Project Land a multi-storied composite building of minimum Ground Floor plus 22 upper floors by consuming the full FSI under the 3.0 policy of MHADA, as well as all other FSI including Fungible FSI obtained from the concerned authorities, as has been permitted for the Promoter to utilize as reflected in the aforesaid deeds and documents, including parking and other amenities, which is proposed as a “real estate project” by the Promoter and has been registered as a ‘real estate project’ in a single phase described in detail under clause 3 hereinbelow (hereinafter referred to as “**the Real Estate Project**”) with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA Act**”), read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”);

**AND WHEREAS** the Promoter shall provide to the Society in the Real Estate Project, flats of prescribed areas as agreed by and between the said Society

and the Promoter, and the Promoter shall have the sole and exclusive right to sell the remaining premises / flats in the Real Estate Project on an ownership basis and/or otherwise deal with and dispose of the said flats, terraces, amenities, common areas, parking spaces etc. to be constructed by the Promoter as a part of the Real Estate Project, as well as to enter into agreements with the prospective Allottees of such premises / flats / spaces, as well as to appropriate for the benefit of the Promoter the consideration arising from such agreements;

**AND WHEREAS** MHADA provided it's No Objection Certificate dated 02.05.2023 permitting the utilization of FSI and allowing the construction of the built-up area as indicated therein, in the Real Estate Project as per MHADA policy and more particularly described in **ANNEXURE G** annexed hereto;

**AND WHEREAS** the Promoter is entitled and enjoined upon to construct buildings on the Project Land in accordance with the recitals hereinabove;

**AND WHEREAS** the Promoter is in possession of the Project Land;

**AND WHEREAS** the Promoter has proposed to construct on the Project Land a multi-storied composite building having Ground Floor/ Stilt + 22 upper floors;

**AND WHEREAS** the Allottee acknowledges and agrees that the Promoter is entitled to utilize further FSI as shown in the various deeds and documents referred to hereinabove, as and when the same is approved and becomes available, and hereby consents to any further construction in the Real Estate Project on the basis of any such additional approval of FSI;

**AND WHEREAS** the Allottee is offered an Apartment bearing number [REDACTED] on the [REDACTED] floor, (herein after referred to as the said "Apartment") in the Building called **PUNEET AURA** (herein after referred to as the said "**Building**") being constructed in the said Real Estate Project;

**AND WHEREAS** the Allottee acknowledges and agrees that the Allottee is to be allotted an Apartment in the Real Estate Project and has, prior to the date

hereof, examined a copy of the RERA Certificate that has been granted for the said Real Estate Project, and has caused the RERA Certificate to be examined in detail by his/her/its advocates and planning, structural and architectural consultants, following which the Allottee has agreed and consented to the development of the Real Estate Project as well as for the purchase of the Apartment therein;

**AND WHEREAS** the Allottee hereby acknowledges and agrees that the Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by the RERA Act and the RERA Rules and has understood the documents and information in all respects;

**AND WHEREAS** the principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below:

- a. The subject matter Real Estate Project as per sanctioned plans, named as “PUNEET AURA” has been proposed for Ground Floor/ Stilt + 22<sup>nd</sup> upper floors;
- b. The Real Estate Project shall comprise of units/premises consisting of apartments solely for residential use and shops/commercial premises solely for commercial use;
- c. Total Built Up Area of 2626.14 square meters has been sanctioned by MHADA and fungible Built up area of 919.14 square meters shall be approved for consumption in the construction and development of the Real Estate Project as on date, and the Allottee has acknowledged and agreed that the Promoter has the right to undertake further construction upto a Total Built Up Area of 4300.0 square meters (Including Fungible FSI or more) in the Real Estate Project subject to receipt of further approval in respect thereof;
- d. The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee are listed in the **SECOND SCHEDULE** annexed hereto (“**Real Estate Project Amenities**”);
- e. The Promoter shall be entitled to put hoarding/boards of its brand name viz. PUNEET GROUP and/or PUNEET including displaying the name of the Promoter, in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites;

- f. The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other Allottees of Apartments/flats in the Real Estate Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.;
- g. It is agreed that pursuant to the Real Estate Project being registered and updated with the Authority and the proposed layout of the Real Estate Project being disclosed to the Allottee by way of this Agreement and the representations made to the Authority from time to time, no further consent/s will be required by the Promoter for the development of the Real Estate Project;
- h. The details of conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in Clause 46 hereinbelow;
- i. A copy of **Intimation of approval** of the plan bearing reference no.MH/EE/BP-CELL/GM/MHADA-9/1317/2024/CC/1/NEW dated 20.07.2023 issued by MHADA and a copy of the **Commencement Certificate** bearing reference No.MH/EE/(BP)/GM/MHADA-9/1317/2024/CC/1 dated 29.04.2024 issued by the MHADA of Greater Mumbai (“MHADA”) are enclosed as **ANNEXURE H** and **ANNEXURE I** respectively annexed hereto;
- j. The above details along with the annexures to the RERA Certificate are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

**AND WHEREAS** the Allottee is desirous of purchasing a residential premises / Apartment in the building that shall form a part of the Real Estate Project;

**AND WHEREAS** the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

**AND WHEREAS** the Promoter has registered the Project under the

provisions of the Act with the Real Estate Regulatory Authority at BKC, E-BLOCK, 6<sup>th</sup> and 7<sup>th</sup> Floor, Housefin Bhavan, Plot No. C-21, Bandra Kurla Complex, Bandra (East) Mumbai 400 051 no. \_\_\_\_\_; authenticated copy is attached in **ANNEXURE F**;

**AND WHEREAS** the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

**AND WHEREAS** by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the Allottee(s)/s of the Apartments to receive the Sale Consideration in respect thereof;

**AND WHEREAS** on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architects **Messrs Subhash Patil and Associates** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "**the said Act**") and the Rules and Regulations made thereunder;

**AND WHEREAS** the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property Card, **City Survey** or any other relevant revenue record showing the nature of the title of the Promoter to the Project Land on which the **Real Estate Project** is constructed or is to be constructed have been annexed hereto and marked as **ANNEXURE A** and **ANNEXURE B**, respectively.

**AND WHEREAS** the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **ANNEXURE C-1**.

**AND WHEREAS** the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the Real Estate

Project have been annexed hereto and marked as ANNEXURE C-2,

**AND WHEREAS** the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as ANNEXURE D;

**AND WHEREAS** the Allottee acknowledges receipt of the updated brochure, as duly stamped and attested by the Promoter, in respect of the Real Estate Project as has been provided by the Promoter prior to entering into this Agreement, and hereby agrees that the decision to purchase an Apartment in the Real Estate Project is not based upon any information that may have been provided in respect of the Real Estate Project prior to the issuance of the updated brochures, and the Promoter does not take any responsibility for any such information provided prior thereto and the Allottee irrevocably accepts the same;

**AND WHEREAS** the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

**AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

**AND WHEREAS** the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

**AND WHEREAS** the Allottee vide a Letter of Intent dated (insert) has applied to the Promoter for allotment of an Apartment No. [REDACTED] on [REDACTED] floor situated in the building of the said Real Estate Project and the Parties agree that the said Letter of Intent forms a part of the contract between the Parties, subject

to the fact that the provisions of this Agreement shall supersede any contradictory provisions contained in the Letter of Intent

**AND WHEREAS** the carpet area of the said Apartment is [REDACTED] square meters and "carpet area" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment;

**AND WHEREAS** the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

**AND WHEREAS** prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. [REDACTED] (Rupees [REDACTED] Only) only, being part payment of the Sale Consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the Sale Consideration in the manner hereinafter appearing;

**AND WHEREAS** the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority BKC, E-BLOCK, 6<sup>th</sup> and 7<sup>th</sup> Floor, Housefin Bhavan, Plot No. C-21, Bandra Kurla Complex, Bandra (East) Mumbai 400 051 no. [REDACTED];

**AND WHEREAS** under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

In accordance with the terms and conditions set out in this Agreement and

as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking.

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoter shall construct the said building/s consisting of ground floor plus 22 upper floors on the Project Land in accordance with the plans, designs and specifications as approved by the MHADA and/or concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2. The details and particulars of the RERA registration of the Real Estate Project are as set out hereinbelow:

Real Estate Project	RERA Registration Number
PUNEET AURA	

3. The Allottee has hereby agreed to purchase the Apartment forming a part of the Real Estate Project having RERA project registration number \_\_\_\_\_ ;
4. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. \_\_\_\_\_ of the type \_\_\_\_\_ of carpet area admeasuring \_\_\_\_\_ sq. meters on \_\_\_\_\_ floor (hereinafter referred to as "the Apartment") more particularly described in **SCHEDULE A** and as shown hatched in red colour on the Floor plan thereof hereto annexed and marked **SCHEDULE B**. The aforesaid carpet area excludes the area covered by the external walls, as well as the exclusive balcony admeasuring \_\_\_\_\_ sq. mtrs. appurtenant to the said Apartment (hereinafter referred to as the "Attached Area"). The Parties

acknowledge and agree that the Attached Area is being allotted to the Allottee for his/her exclusive use as a part of the Apartment to the exclusion of other owners in the Real Estate Project.

5. The total consideration for the said Apartment along with the Attached Area is Rs. \_\_\_\_\_ including Rs. 0/- (Rupees Zero Only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.
6. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces being constructed as per the Parking Plan at **Annexure K**. The Allottee shall be provided with a Mechanical car parking unit bearing No. \_\_\_\_\_ admeasuring 10.17 sq. mtrs. (equivalent to 109.5 sq. ft.) having 1.75 mtrs. (equivalent to 5.75 ft.) height x 5.5 mtrs (equivalent to 18 ft.) length and 1.85 mtrs (equivalent to 6.0 ft.) breadth x 0.2 mtrs. (equivalent to 0.75 ft.) vertical clearance for the consideration of Rs. 0/- (Rupees Zero Only). The exact location, size and identification of such car parking space will be finalized by the Promoter only upon completion of the Real Estate Project in all respects. The Car Parking space shall be for the Allottee's use.
7. The total aggregate consideration amount is thus Rs. (insert price mentioned in clause 6)/- (In words, Rupees ( \_\_\_\_\_ ) Only) (hereinafter referred to as the "**Sale Consideration**"). It is made clear by the Promoter and the Allottee agrees that the Apartment along with the Attached Area and car parking space shall be treated as a Single indivisible unit for all the purposes.
8. The Sale Consideration of the Apartment is exclusive of the statutory deposits paid / payable by the Promoter to authorities for electricity, water and other facilities or any other charges paid / payable by the Promoter to relevant Governmental authorities. The same shall be payable by the Allottee in proportion to the carpet area of the Apartment. In case the said charges are revised/changed due to enhancement in government and statutory dues, taxes, cess or charges under the applicable laws, due to any amendment / modification thereof, including but not limited to, upward revision of statutory charges, increase of deposits/charges for supply of electricity and water, cost of additional fire safety measures, revision of ground rent, or

outgoings of any kind or nature, whether prospectively or retrospectively, the same shall be payable by the Allottee in proportion to the carpet area of the Apartment, as and when demanded by the Promoter.

9. The Allottee acknowledges and agrees that any input credit benefits under GST that may have been available to the Promoter under this transaction have already been passed on to the Allottee and have been factored in to arrive at the discounted price forming the Sale Consideration herein. The Allottee agrees that the Allottee shall not be entitled to any further benefits whatsoever in this regard.

10. The Allottee acknowledges that after payment of entire amount towards the Sale Consideration, the Apartment shall be conveyed to the Allottee free from encumbrances subsequent to receipt of the entire Sale Consideration amount as well as any other amounts due and payable under this Agreement, and upon the execution of a sale deed in favour of the Allottee.

11. The Allottee has paid on or before execution of this agreement a sum of Rs. (insert booking amount) (Rupees (\_\_\_\_\_)) only) (not exceeding 10% of the total consideration) as advance payment and hereby agrees to pay to that Promoter the balance amount of Rs. (insert total amount minus the booking amount) (Rupees (\_\_\_\_\_)) only) and shall be deposited in RERA Designated Collection Bank Account, \_\_\_ Bank, Branch having IFS Code \_\_\_ situated at \_\_\_\_\_. In addition to the above bank account, the Promoter has opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. \_\_\_\_\_ and \_\_\_\_\_ respectively. The balance amount of Rs. \_\_\_\_\_ shall be paid in the following manner :-

<b>Sr. No.</b>	<b>Payment Schedule</b>	<b>Percentage of Sale Consideration</b>
1.	On Booking	9%
2.	On Execution of the Agreement	18%
3.	On Completion of Plinth	18%
4.	On Completion of 1st RCC Slab	2.50%
5.	On Completion of 2nd RCC Slab	2.50%
6.	On Completion of 3rd RCC Slab	2.50%
7.	On Completion of 4th RCC Slab	2.50%

8.	On Completion of 5th RCC Slab	2.50%
9.	On Completion of 6th RCC Slab	2.50%
10.	On Completion of 7th & 8th RCC Slab	1.50%
11.	On Completion of 9th & 10th RCC Slab	1.50%
12.	On Completion of 11th & 12th RCC Slab	1.50%
13.	On Completion of 13th & 14th RCC Slab	1.50%
14.	On Completion of 15th & 16th RCC Slab	1.00%
15.	On Completion of 17th & 18th RCC Slab	1.00%
16.	On Completion of 19th & 20th RCC Slab	1.00%
17.	On Completion of 21st & 22 <sup>nd</sup> RCC Slab	1.00%
18.	On Completion of the walls of the Purchasers Apartment	1.50%
19.	On Completion of Flooring & internal plaster of the Purchasers Apartment	0.50%
20.	On Completion / Installation of Doors and Windows of the Purchasers Apartment	0.50%
21.	On Completion of Lift walls & staircase upto floor level of the Purchasers Apartment	2.00%
22.	On Completion of sanitary fittings of the Purchasers Apartment	0.50%
23.	On Completion of the preparation of external surface/on completion of external plaster of the Building in which the Apartment is located	7.00%
24.	On Completion of external plumbing of the Apartment	2.00%
25.	On Completion terrace waterproofing of the building phase in which the Apartment located	1.00%
26.	On Completion of the lifts of the building phase in which the Apartment located	7.00%
27.	On Completion water pumps of the building phase in which the Apartment located	1.00%
28.	On Completion of electrical fitting (internal wiring and installation of switchboards) of the Apartment	1.00%
29.	On Completion of paving around building in which Apartment located	1.00%
30.	Before handing over of possession	5.00%
	<b>TOTAL</b>	<b>100%</b>

12. In the event that the Allottee requests the Promoter not to undertake a specific milestone as per the aforesaid table in respect of the Apartment, it shall be deemed as though that particular milestone has been fulfilled by the Promoter, and the amounts due against the said milestone shall be paid immediately by the Allottee to the Promoter without any delay whatsoever in this regard.
13. It is clarified that the Sale Consideration shall be payable by the Allottee vide cheque / demand draft drawn in the name of "Puneet Edifice Pvt Ltd.", payable at Thane / through electronic transfer, as may be intimated from time to time by the Promoter. The Allottee represents and warrants that all payments made by the Allottee shall be duly realized in the time periods stipulated under this Agreement.
14. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment. It is clarified that all such taxes, levies, duties, cesses (whether applicable/ payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable or levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Apartment, shall be borne and paid by the Allottee alone, as and when the said amounts become due as per the applicable laws, without any delay whatsoever in this regard, and the Promoter shall not be liable to bear or pay the same or any part thereof. The Allottee shall make payment of the TDS on the Sale Consideration to the applicable authority and shall provide appropriate TDS certificates in this regard to the Promoter, within 15 days of making any such deduction.
15. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by

the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

16. The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ Zero Per cent per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

17. The Promoter, on receipt of the complete amount of the Sale Consideration, and upon fulfillment of the other obligations of the Allottee as set out in this Agreement, shall execute a conveyance deed and convey the title of the Apartment upon issuance of the Occupancy Certificate. However, in case the Allottee fails to deposit the registration charges and all other incidental and legal expenses etc. as demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in its favour till full and final settlement of all dues and registration charges to the Promoter is made by the Allottee.

18. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4 and 6 of this Agreement. It is acknowledged and agreed by the Parties that the agreed rate shall be deemed to be the rate arrived at as per the computation hereinbelow:

Originally agreed Sale Consideration / Originally agreed Carpet Area of the Apartment.

19. The Allottee authorizes the Promoter to adjust/appropriate all payments made by the Allottee under any head(s) of dues against lawful outstanding, if any, in the name of the Allottee as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. Any payments by the Allottee shall first be adjusted towards interest payable and any other due from the Allottee and the balance, if any, shall be adjusted against the payment which is due against the Sale Consideration. In case of delay in payment of any amounts as specified above, or in the payment of any installment of the Sale Consideration, the Allottee(s) shall be liable to pay interest @ the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (“**Interest Rate**”) on the delayed payment from the due date of such payment till actual payment or realization thereof.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

20. On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 7 (seven) days of the Promoter’s said written demand, without any delay, demur or default.
21. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
22. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Notwithstanding anything to the contrary, the Promoter shall be entitled to extension of time for completion

and handing over of the Apartment without the need to pay any compensation whatsoever on account of any delays that are beyond the reasonable control of the Promoter, or that may be deemed reasonable by the Authority or for any Force Majeure reasons whatsoever. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 11 herein above. (“**Payment Plan**”).

23. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is 2626.14 square meters only and Promoter has planned to utilize Floor Space Index of 4300.0 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the Real Estate Project. The Promoter has disclosed the Floor Space Index of 1673.86 square meters as proposed to be utilized by him on the Project Land in the Real Estate Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
24. The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project by utilization of the full development potential. The Allottee acknowledges and agrees that the Architect and the structural Engineer of the Promoter shall decide the elevation, RCC drawings etc., and the Promoter shall construct the Real Estate Project as per the plans sanctioned by MHADA.
25. In case the transaction being executed by this agreement between the promoter and the Allottee is facilitated by the Registered Real estate agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services /commission/brokerage to the said Registered Real estate agent, shall be paid by the promoter/Allottee/both, as the case may be, in accordance with the agreed terms of payment.
26. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as

specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

27. Without prejudice to the right of promoter to charge interest in terms of clause 19 above and without prejudice to any other rights and remedies available to the Promoter:
- a. on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including its proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments;
  - b. the Allottee committing breach of any of the terms and conditions of this Agreement;
  - c. any default by the Allottee under any agreement entered into with any bank or financial institution, or in the event of termination of any such agreement entered into with any bank or financial institution, the Promoter shall at his own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee (“**Default Notice**”), by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee (“**Promoter Termination Notice**”) at the address provided by the Allottee.

28. Notwithstanding anything to the contrary contained herein, the Allottee acknowledges and agrees that if the Promoter has already had occasion to serve the Allottee with a Default Notice on two previous occasions under this Agreement for any reason whatsoever, in the event of occurrence of any

further default as stated under Clauses 27(a), 27(b) or 27(c), the Promoter shall not be obliged to serve the Allottee with another Default Notice, and shall be entitled to directly issue the Promoter Termination Notice and terminate this Agreement forthwith.

29. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall be entitled to forfeit 10% (Ten Percent) percentage of the Sale Consideration plus taxes as per the applicable laws as well as brokerage fees, legal fees, interest, stamp duty charges and any other expenses incurred by the Promoter for sale of the Apartment ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages, and not by way of penalty.
30. The Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed, Forfeiture Amount or/ and any other amount which may be payable to Promoter) within a period of Ninety days of the termination, the instalments of Sale Consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.
31. The Parties acknowledge and agree that the Allottee has presented a cancelled cheque to the Promoter at the time of execution of this Agreement, a copy of which is annexed hereto marked as **ANNEXURE J** (hereinafter referred to as the "**Cancelled Cheque**"). Notwithstanding anything to the contrary contained herein, in the event of termination of this Agreement for any of the reasons contemplated under the Agreement, and in the event of refund of any amounts having to be made to the Allottee by the Promoter as a result of such termination, such refund shall be made to the bank account as per the details provided in the aforesaid Cancelled Cheque.
32. In case of a loan being availed by the Allottee as per the provisions of Clause 55 hereinbelow, the Promoter shall be required to intimate the bank / financial institution that has disbursed such loan of such termination and enquire as to the account details for initiating the refund as stipulated in the Agreement. In case the bank / financial institution fails to inform the Promoter of such account details within 15 days of the written intimation by the Promoter, the Promoter shall be required to initiate the refund directly to the Allottee as per the account details provided in the aforesaid Cancelled Cheque. Thereafter, the responsibility and liability to reimburse the said amounts to the bank / financial institution from which the Allottee has obtained the loan shall vest solely with the Allottee, and the Promoter shall

have no liability whatsoever in this regard.

33. The Allottee acknowledges and agrees that the refund of amounts to the bank / financial institution providing the loan, or to the account details provided in the Cancelled Cheque, shall be deemed to constitute a refund of all amounts due to all Allottees under this Agreement, and the Promoter shall not be liable to make any separate disbursement of amounts to each of the Allottees herein.
34. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the Real Estate Project and the Apartment as are set out in ANNEXURE E, annexed hereto.
35. The Promoter shall give possession of the Apartment to the Allottee on or before 30<sup>th</sup> day of April, 2029 (“**Possession Date**”) If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date (save and except for the reasons as stated hereinbelow), then the Allottee shall be entitled to either of the following:
  - a. To call upon the Promoter by giving a written notice at the address provided by the Promoter (“**Interest Notice**”), to pay interest at the same rate as may mentioned in the clause 19, on the amounts paid by the Allottee towards the Sale Consideration till date. The interest shall be paid by the Promoter to the Allottee till the date of confirmation by the Promoter that the Apartment is ready to be handed over;  
OR
  - b. The Allottee shall be entitled to terminate this Agreement by giving written notice of 30 days to the Promoter at the address provided by the Promoter (“**Allottee Termination Notice**”). In the event of failure on the part of the Promoter to confirm that the Apartment is ready to be handed over within 30 days from receipt of the Allottee Termination Notice (save and except for the reasons as stated hereinabove), this Agreement shall stand terminated and cancelled. Then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same

rate as may mentioned in the clause 19 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Upon the termination of this Agreement as stipulated under this sub-clause, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Apartment and/or the Attached Area and/or the car park and/or the Real Estate Project and/or the Real Estate Project, and the Promoter shall be entitled to deal with and/or dispose-off the said Apartment, the Real Estate Project in the manner that it deems fit and proper.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) war, civil commotion, or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court;

36. It is hereby agreed and understand that in the event of the Allottee opting for the remedy under Clause 35(a) hereinabove, the Allottee shall not subsequently be entitled to the remedy under Clause 35(b) till the expiry of the period/ tenure for payment of interest as per the aforesaid Clause 35(a).

37. The Allottee(s) declares and affirms that in case of joint purchase, their liabilities and obligations would be joint and several. The failure to pay by any one shall be deemed as failure to pay by both and all Allottee(s) shall be treated as one single person for the purpose of this Agreement and both shall be liable for the consequence jointly as well as severally.

38. **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from MHADA and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment ("**Possession Notice**"), to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of Possession Notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter. The Promoter on its

behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

39. The Allottee shall take possession of the Apartment within 15 days of the Possession Notice from the promotor to the Allottee intimating that the said Apartment is ready for use and occupancy:
40. **Failure of Allottee to take Possession of Apartment:** Upon receiving the Possession Notice as per clause 38, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings, deeds and such other documentation as prescribed by the Promoter, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 38 such Allottee shall continue to be liable to pay maintenance charges as applicable.
41. If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other Allottees in the Real Estate Project and/or is caused by any works undertaken by the Allottee and/or any other Allottees in their respective premises in the Real Estate Project.
42. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and shall use the car parking space only for purpose of keeping or parking Allottee's vehicle.
43. After the Allottee has made payment of the entire Sale Consideration and all other amounts due and payable to the Promoter as per the provisions of this Agreement, the Allottee shall apply in writing for a No Objection Certificate from the Promoter. Upon receiving the No Objection Certificate, the Allottee shall become entitled to apply for membership of the Society, and shall

within 30 days therefrom submit an application with the Society to become a member. For this purpose, the Allottee shall from time to time sign and execute the application for membership and the other papers, forms, writings and documents necessary for becoming a member, including the bye-laws of the Society.

44. In the membership application being submitted to the Society, the Allottee shall specify the details of the financing documents entered into with the bank/financial institution in order to avail loan facilities by the Allottee. In support of such details, the Allottee shall attach a copy of the said financing documents with the application.
45. The name of the Society is Aditya Darshan Co-Operative Housing Society Ltd. The Society shall admit all purchasers of flats and premises in the Real Estate Project as members, in accordance with its bye-laws. The Promoter shall be entitled, but not obliged to join as a member of the Society in respect of unsold premises in the Real Estate Project, if any. Subsequent to execution of the Society Conveyance, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises towards which the Promoter has the rights as per the Development Agreement, Supplemental Agreement and Power of Attorney specified in the Recitals. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium, or any amount towards compensation whatsoever to the Society for the sale/allotment or transfer of the unsold premises in the Real Estate Project, save and except the municipal taxes at actuals (levied on the unsold premises).
46. The Promoter shall, within 12 months from (a) the sale of all the Apartments in the Real Estate Project and receipt of the full consideration and (b) the date of issuance of the Full Occupation Certificate with respect to the same, shall vide a registered indenture of conveyance shall cause to be transferred to the society all the right, title and the interest of the Promoter in the said Real Estate Project ("**Society Conveyance**").
47. Subsequent to the execution of the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

48. Within 15 days after the Possession Notice, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Project Land and Building/s namely local taxes, betterment charges or such other levies by MHADA or other concerned local authority and/or Government; all charges on actual basis towards electricity, water and sewerage charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers, maintenance charges for the upkeep and maintenance of the Real Estate Project Amenities and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project until the execution of Society Conveyance. The Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter an interest free advance payment to the Promoter towards society maintenance charges for a period of 24 months, within 15 days of issuance of the Possession Notice by the Promoter or at the time of taking possession of the Apartment, whichever is earlier, @Rs.7.5/sq.ft. of the RERA carpet area of the Apartment, or at such other rate as may be decided by the Promoter. In addition to the above mentioned society maintenance charges, the Allottee shall also make an interest free advance payment to the Promoter towards society operation and maintenance charges for parking for a period of 24 months, within 15 days of issuance of the Possession Notice by the Promoter or at the time of taking possession of the Apartment, whichever is earlier, @Rs.1250/- per month and All taxes applicable shall be additional. For charging of Electric Vehicles (car, two wheelers), electricity charges will be additional as applicable. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the execution of the Society Conveyance. Subsequent to the execution of the Society Conveyance, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society. It is hereby understood and agreed that the Allottee shall be responsible for making payment towards the aforesaid maintenance charges immediately upon receipt of the Possession Notice, irrespective of whether the Allottee takes or fails to take over possession of the Apartment within the time period stipulated under this clause. Subsequent to the Society Conveyance, the Allottee shall be responsible to continue making payments towards the aforesaid amounts to the Society.

49. The Allottee shall on or before delivery of possession of the Apartment keep deposited with the Promoter, the following amounts :-
- (i) Rs. 600/- for share money, application entrance fee of the Society.
  - (ii) Such amounts as per clause 48 towards deposit towards maintenance of the Society.
  - (iii) Such amounts towards corpus fund of society as decided by society and intimated to the Allottee prior to delivery of possession and not exceeding Rs. 50,000/-.
  - (iv) Rs 10,000/- For Deposit towards Water, Electric, and other utility and services connection charges etc.
50. The Allottee shall pay to the Promoter all sums as may be applicable for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with this Agreement and the transaction contemplated hereby, immediately upon receipt of intimation in this regard by the Promoter.
51. It is hereby understood and agreed that the Allottee will not be entitled to transfer the Apartment to any other person(s) at any point from the date of execution of this Agreement and for a period of 36 months (“**Lock-in Period**”) from the date of allotment and payment of 90 % of the Sale Consideration (“**Lock-in Amount**”). The Allottee agrees and undertakes that the Allottee shall not transfer the Apartment to any other person(s) during this Lock- in Period and upon the payment of the Lock-in Amount. The Promoter reserves the right to allow such transfer at its sole discretion during and after the Lock-in Period and payment of the Lock-in Amount, and on payment of such charges including transfer fee by the Allottee constituting 5% of the Sale Consideration, or any other amount as per the prevailing policy of the Promoter as it may decide from time to time.
52. At the time of registration of the conveyance of the Real Estate Project, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument of transfer in respect of the Real Estate Project. At the time of registration of conveyance of the Project Land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument of transfer in respect of the structure of the Project Land to be executed in favour of the Society. Pursuant to the Society Conveyance, the Society shall be responsible for the operation and management and/or

supervision of the Real Estate Project including any common areas, facilities and amenities, and the Promoter shall not be responsible for the same.

53. The Non-Resident Allottee agrees that all remittance for acquisition/transfer of the said Apartment and any refund, etc. shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or any statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law. It shall be the sole responsibility of the Allottee who is a nonresident / foreign national of Indian origin / foreign national / foreign company (“**Non-Resident Allottee**”) to abide by the same. The Promoter shall not be liable in any manner for non-compliance by such Non-Resident Allottee of any laws applicable to Non-Resident Indians, or PIO’s, or foreign nationals who are resident in India, or foreign companies, as the case may be.
54. If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in the clause 11 and the other relevant clauses of this Agreement (which will not absolve the Allottee of its responsibilities under this Agreement).
55. The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the Apartment by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Allottee shall also be required to obtain the prior written consent of the Promoter in case of transfer of the said loan at any stage. In the event that the Allottee is required to take out any insurance or comply with any other obligation as per the agreement being entered into by the Allottee with such bank/financial institution, the Allottee shall furnish documentary evidence, to the satisfaction of the Promoter, of having fulfilled such compliances.
56. The Promoter shall be entitled to refuse permission to the Allottee for availing and/or transferring any such loan and for creation of any such mortgage/charge, in the event the Allottee has defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.

57. All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the Apartment, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the Apartment, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
58. The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and other amounts payable by the Allottee under this Agreement.
59. Notwithstanding anything to the contrary contained herein, in the event of termination of this Agreement for any of the reasons contemplated under the Agreement, the right of the Promoter to offer the Apartment for sale to another Allottee shall be completely unfettered, and the Promoter shall not be required to obtain any prior NOC or any other consent whatsoever from any bank / financial institution from which the Allottee may have obtained a loan prior to any such sale by the Promoter. At most, the Promoter shall merely be required to inform the said bank / financial institution of such termination of the Agreement. The Allottee shall be solely responsible for ensuring that the said bank / financial institution is fully apprised of these rights of the Promoter.

## REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

60. The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Annexures, subject to what is stated in the Title Certificate, and subject to the RERA Certificate:
- i. The Promoter has clear and marketable title with respect to the Project Land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
  - ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the

**development of the Real Estate Project;**

- iii. There are no encumbrances upon the Project Land or the Real Estate Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the Project Land or Real Estate Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, Project Land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project, Project Land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the **Society Conveyance** the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the **Real Estate Project to the Society;**

- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Real Estate Project to the competent Authorities till the Society Conveyance and thereupon shall be proportionately borne by the Society;
  - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the title report.
61. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Real Estate Project and the Apartment itself or any part thereof without the consent of the local authorities and the Promoter.
  - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Real Estate Project, including entrances of the Real Estate Project and in case any damage is caused to the Real Estate Project or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
  - iii. To carry out at his own cost with the concurrence / consent of the Promoter all internal repairs to the said Apartment and maintain the Apartment in

the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Real Estate Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land and the Real Estate Project.
- vii. Not to take into use, occupy or access the areas under service shafts/ducts or any part thereof at any time nor at any time make or cause to be made any alteration of whatever nature in or to the service shafts/ducts.
- viii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or

Government or giving water, electricity or any other service connection to the Real Estate Project.

- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- x. The Allottee shall not change the user of the said Apartment without the prior written permission of the Promoter and Society.
- xi. The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the Apartment or dispose of or alienate otherwise howsoever, the said Apartment and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement are fully and finally paid together with applicable interest thereon if any. In the event the Allottee is desirous of transferring the said Apartment and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter and in the manner as set out hereinabove in this Agreement.
- xii. The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xiii. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Apartment and the Real Estate Project or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, walls, structures or other conveniences belonging to or serving or used for the Real Estate Project, the Promoter and their surveyors and agents, with or without workmen and others, shall be permitted at reasonable times to enter into the said Apartment or any part thereof and undertake the necessary works.
- xiv. The Allottee shall not affix any fixtures or grills or dish antennas on the Real Estate Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Apartment. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee has affixed fixtures or grills or dish antennas on the exterior of the said Apartment for drying clothes or for any other purpose, or if the Allottee has affixed a grill having a design other than the standard approved design, the Allottee shall be liable to pay a sum of Rs.51,000/- (per grill per month / fixture) to the Promoter / the Society, as the case may be, from the time of fixing the same till the time of removal of the same.
- xv. The Allottee shall not install a window air-conditioner within or outside the said Apartment, except at the designated location to be indicated by the Promoter. If the Allottee affixes a window air conditioner or the outdoor condensing unit outside the said Apartment, the Allottee shall be liable to pay a sum of Rs.51,000/- per AC per month to the Promoter / the Society, as the case may be, from the time of fixing the same till the time of removal of the same.
- xvi. The Allottee shall not create any hardship, nuisance or annoyance to any other Allottees in the Real Estate Project.

- xvii. The Allottee shall not do either by itself or through any other person, anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or the installations for providing facilities in the Real Estate Project including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate etc. or any common areas, facilities and amenities. If the Allottee or members of the Allottee family or any servant or guest of the Allottee commits default of this sub-clause then the Allottee shall immediately take remedial action and shall also become liable to pay a sum of Rs.10000/- to the Promoter / the Society, as the case may be, on each such occasion.
- xviii. The water connection shall be subject to availability and the rules, regulations and bye laws of the competent authority, and the Promoter shall not be held responsible for the same. The Allottee shall not raise any objection and or claims against the Promoter in connection with the unavailability of supply of water and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for its convenience.
- xix. The Allottee is not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein.
- xx. The Allottee has not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be.
- xxi. The Allottee is not sentenced to imprisonment for any offence.
- xxii. The Allottee shall not be entitled to enter into the Project Land or any part of the Real Estate Project prior to the handing over of possession of the Apartment without obtaining the prior written permission from the Promoter in this regard.
- xxiii. The Allottee shall be liable to pay compensation by way of liquidated damages for any damage caused or expense having to be borne by the Promoter in respect of the Real Estate Project as a result of any act of the

Allottee.

xxiv. The Allottee shall not be entitled to enter any part of the Real Estate Project or the Project Land prior to the conveyance of the Apartment without obtaining the prior written approval of the Promoter.

xxv. In the event of any default or breach by the Allottee of any of its obligations under this Agreement, resulting in any costs, expenses, losses, damages, suits, actions, claims or proceedings having to be suffered or initiated by the Promoter, the Allottee shall be solely liable to compensate the Promoter for all such costs, expenses, losses or damages that may be suffered by the Promoter in this regard, as well as all legal costs, charges and expenses, including professional costs of the attorney-at-law / advocates of the Promoter, in respect of such suits, actions, claims or proceedings.

62. The Allottee acknowledges the following rights of other Allottees of units/premises in the Real Estate Project:

- i. Full right and liberty for all persons who own premises in the Real Estate Project (together with all persons authorized or permitted by such persons) at all times by day or by night and for all purposes to go, pass and repass the staircases and the passage inside and outside the Real Estate Project.
- ii. Full right and liberty to the persons referred to supra in common with all other persons with or without motor cars or other permitted vehicles at all times, day and night, and for all purposes to go, pass and repass over the land appurtenant to the Real Estate Project constructed in the Project Land.
- iii. The right to subjacent and lateral support and shelter and protection from the other parts of the aforesaid Real Estate Project and from the side and the roof thereof.
- iv. Right of passage for the persons referred to supra in common with all other persons and their agents, licensees or workmen to the other parts of the Real

Estate Project at all reasonable times, on notice, to where water tanks are situated for the purpose of cleaning, repairing or maintaining the same.

- v. Right of passage for such persons, their agents or workmen to the other parts of the Real Estate Project at all reasonable times, on notice to enter, for the purpose of repairing, cleaning, maintaining or renewing any such sewers, drains and water courses, cables, pipes and wires causing as little disturbance as possible and making good any damages caused.
  - vi. The right for the persons referred to supra in common with all other persons, and their agents, licensees or workmen and others, at all reasonable times on notice to enter into and upon other parts of the Real Estate Project, for the purpose of repairing, maintaining, renewing, altering or rebuilding, giving subjacent or lateral support, shelter or protection to the construction thereof.
  - vii. Right to lay cables or wires through common walls or passages for telephones, video or computer installations respecting the equal rights of the other Allottees.
  - viii. The right to do all or any other acts aforesaid without notice in case of emergency.
  - ix. The special privileges or amenities such as a covered car parking facility or uncovered car parking facility etc., if any allotted, shall be enjoyed by all such Allottees exclusively without interference by anyone, as an inseparable and integral part of the premises at all times even in the case of subsequent re-constructions.
63. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or towards the out goings, legal charges, maintenance and shall utilize the amounts only for the purposes for which they have been received.
64. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or the Real Estate Project or any part thereof. The Allottee shall have no claim save and

except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the Society Conveyance.

65. **PROMOTER SHALL BE ENTITLED TO MORTGAGE OR CREATE A CHARGE**

The Promoter shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under the RERA Act, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated. Furthermore, the Allottee hereby acknowledges and agrees that the Promoter shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge of the undivided share of land in the said Apartment at any time during the course of construction, subject to the same being free from any encumbrance at the time of execution of the sale deed in respect of the said Apartment.

66. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including

the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

67. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, as the case may be.

68. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

69. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Real Estate Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

70. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

71. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Real Estate Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.

72. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

73. No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision. Any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions, or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

74. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

75. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

76. That all notices and communications required or permitted under this Agreement shall be in writing and any communication or delivery shall be deemed to have been duly served if actually delivered, or after 3 days of

mailing, if mailed by registered post addressed, to the addresses set forth hereinabove, or to any other address as informed by either Party in writing atleast 7 days in advance, or if sent by email communication to the addresses specified in writing by either Party at their respective addresses specified below:

<b>Particulars</b>	<b>Allottee No. 1</b>	<b>Allottee No. 2</b>
<b>Name</b>		
<b>Address</b>		
<b>Notified Email Id</b>		

<b>Particulars</b>	<b>Promoter</b>
<b>Name</b>	
<b>Address</b>	
<b>Notified Email Id</b>	

77. The Allottee acknowledges that no verbal communication or commitment whatsoever made by or on behalf of the Promoter shall be binding upon the Promoter, and the Allottee shall be obliged to ensure that all such communications are received in writing only from the authorized representative of the Promoter, that is, Mr. Prateek S. Patil. The Allottee understands and agrees that the Promoter shall not be bound by any communication or commitment that is not made in writing by its authorized representative indicated hereinabove.

78. It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

79. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

80. Stamp Duty and Registration :- The charges towards stamp duty shall be borne by the Allottee and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Apartment shall be borne by the Allottee alone.

81. Dispute Resolution :- Any dispute or difference between parties in relation to this Agreement and/or terms hereof shall be settled amicably. In case of failure to settle the dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

82. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts alone will have the jurisdiction over all issues arising out of or in connection with this Agreement

83. The Parties hereto agree that, in this Agreement, unless the context otherwise requires, or where specified otherwise:

a. Reference to any law, statute or statutory provision shall be construed as including a reference to that law, statute or statutory provision as from time to time enacted, amended, modified, extended or re-enacted.

b. Reference to any gender shall be equally applicable to all genders, as the context may require.

c. References in this Agreement to Schedules and Annexures are to Schedules and Annexures in or to this Agreement, as the same may, from time to time, be amended, varied, supplemented or novated, unless otherwise specified. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement

shall refer to this Agreement as a whole and not to any particular provision of this Agreement, unless otherwise indicated. The words “include” ‘including’ and “among other things” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import. Time shall be the essence of this Agreement wherever there is any reference to any period of time, or any period of time is implied in the context, whether or not such references/implications are followed by such phrases or words of like import.

- d. References to writing include printing, typing, lithography and other means of reproducing words in visible form.
- e. The Recitals of this Agreement form a part and parcel of this Agreement and shall be read as statement of the Parties, leading up to the execution of this Agreement and shall be interpreted accordingly.
- f. Headings in this Agreement have been used only for the purposes of convenience and shall not affect or be used for the interpretation of this Agreement.
- g. All measurements referring to area are in square meters (sq.mtrs.), hectares /ares, and all units referring to measurement are in the metric system, unless otherwise specified.
- h. All the payments towards the Flat consideration and GST shall be made in the below-mentioned provided Bank accounts only, by Cheque/ RTGS/ NEFT/ IMPS/DD. The payments made to other than the below mentioned accounts may result in loss of the Allottee -

<b>The Bank account details for payment of Flat consideration:</b>	
<b>Beneficiary Name</b>	
<b>Account No.</b>	
<b>IFSC Code</b>	
<b>Bank Name</b>	
<b>Branch Name</b>	

<b>The Bank account details for payment of GST:</b>	
<b>Beneficiary Name</b>	
<b>Account No.</b>	
<b>IFSC Code</b>	

<b>Bank Name</b>	
<b>Branch Name</b>	

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at THANE in the presence of attesting witness, signing as such on the day first above written.

## **SCHEDULE OF THE PROPERTY**

### **FIRST SCHEDULE**

(Referred above as “THE PROJECT LAND”)

All that piece and parcel of land or ground of plot situated and lying underneath and appurtenant to Building No. 21 at Survey No. 113(pt) and City Survey No. 356 (pt), Kannamwar Nagar, of Village- Hariyali, Taluka Kurla, Mumbai Suburban District in the Registration Sub District-Kurla, Vikhroli-East, Mumbai-400083 registered society as a Aditya Darshan Cooperative Housing Society Ltd. area admeasuring 388.76 sq.mts. as per Lease Deed as well as tit bit areas and other areas of 213.72 sq.mts. totaling to 602.48 sq.mts. (including tit bit areas and other areas), as per conveyance deed and bounded as follows:

That is to say :-

On or towards the North by : Building 18 & 19

On or towards the South by : Building 20 & 22

On or towards the West by : Building 23 & 18.30 m. wide Road

On or towards the East by : 18.30. m. wide Road

### **SECOND SCHEDULE ABOVE REFERRED TO**

#### **A) Description of the common areas provided:**

	<b>Type of Common areas provided</b>	<b>Proposed Date of Occupancy Certificate</b>	<b>Proposed Date of handover for use</b>	<b>Size/area of the common areas provided</b>
i.	Entrance Lobby	30.04.2028	30.04.2029	12.00 sq. mtrs

ii.	Staircase, Passages & Lighting	30.04.2028	30.04.2029	39.86 sq. mtrs
iii.	Lifts & Lift Lobby	30.04.2028	30.04.2029	
iv.	Lighting around the building	30.04.2028	30.04.2029	-

**B) Facilities/amenities provided/to be provided within the building including in the common area of the building:**

	Type of facilities/amenities provided	Phase name/number	Proposed Date of Occupancy Certificate	Proposed Date of handing over/common organization	Size/area of the facilities/amenities	FSI Utilized or free of FSI
i.	Society Office	-	30.04.2028	30.04.2029	20.00 sq. mtrs.	Free of FSI
ii.	Staircase and Main Passage & its lighting	-	30.04.2028	30.04.2029	33.00 sq. mtrs	Free of FSI
iii.	Pump room and its lighting	-	30.04.2028	30.04.2029	25 sq. mtrs.	Free of FSI
iv.	Lift Room and Lift Lobby	-	30.04.2028	30.04.2029	24.00 sq. mtrs	Free of FSI
v.	R.C.C underground and overhead tanks	-	30.04.2028	30.04.2029	38 sq. mtrs.	Free of FSI
x	Lights and electrical fittings in staircase, entrance hall	-	30.04.2028	30.04.2029	-	Free of FSI
xi	Meter cabin	-	30.04.2028	30.04.2029	8.00 sq. mtrs	Free of FSI
xiii.	Mechanical car parking provision as per permission	-	30.04.2028	30.04.2029	2679.00 cu. mtr (50 car	Free of FSI

	of MCGM/MHAD A.				parks)	
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**C) Facilities/amenities provided/to be provided within the Layout and/or common area of the Layout**

	Type of facilities/amenities provided	Phase name/number	Proposed Date of Occupancy Certificate	Proposed Date of handing over/common organization	Size/area of the facilities/amenities	FSI Utilized or free of FSI
i.	Security Cabin	-	-	-	-	-

**D.) The size and the location of the facilities/amenities in form of open space (RG/ PG etc.) provided/ to be provided within the plot and/or within the layout.**

	Type of open spaces (RG/PG) to be provided	Phase name/number	Size open spaces to be provided	Proposed Date of availability for use	Proposed date if handing over to the common organization
i.	None	None	None	None	None

**E.) Details and specifications of the lifts:**

	Type of Lift (passenger/service /stretcher/goods/fire evacuation)	Total No. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i	Passenger Lift	01	(6 people) 408.00	0.7
ii	Passenger Lift	01	(10 people)	0.7

			680.00	
<b>Total</b>		02		

**IN WITNESS WHEREOF** the Parties hereto have signed this Agreement on this the \_\_\_\_ day of \_\_\_\_\_, 2023.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

<b>ALLOTTEE/S</b>		
1. _____ At _____ on _____	Affix Photograph and sign across the photographs	Affix Photograph and sign across the photographs
2. _____ At _____ on _____		

in the presence of WITNESSES:

- Name \_\_\_\_\_ Signature \_\_\_\_\_  
\_\_\_\_\_
- Name \_\_\_\_\_ Signature \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

<b>PROMOTER</b>	
<b>FOR PUNEET EDIFICE PRIVATE LIMITED</b>  <b>MS NIKITA LAKADE</b>	Affix Photograph and sign across the photographs

<b>(AUTHORISED SIGNATORY)</b>  <b>PROMOTER</b>	
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in the presence of WITNESSES:

Name \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

\_\_\_\_\_

**SCHEDULE 'A'**

(Referred above as "APARTMENT")

The Residential Flat bearing number [ ] having [ ] sq. mtrs. RERA carpet area on [ ]<sup>th</sup> floor of Project "PUNEET AURA " registered under MAHARERA bearing registration No. [ ] to be constructed on the said Project Land and more particularly described in the Schedule of the Property written hereinabove and bounded as follows:

**SCHEDULE 'B'**

FLOOR PLAN

## **LIST OF ANNEXURES**

1. Title Report issued by the attorney at law or advocate **ANNEXURE A**
2. Authenticated Copies of the Property Card **ANNEXURE B**
3. Authenticated copies of the plans of the Layout as approved by the concerned Local Authority **ANNEXURE C-1**
4. Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said Real Estate Project **ANNEXURE C-2**
5. Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority **ANNEXURE D**
6. Specification and amenities for the Apartment **ANNEXURE E**
7. Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority **ANNEXURE F**
8. MHADA provided it's No Objection Certificate dated 02.05.2023 **ANNEXURE G**
9. A copy of Intimation of approval of the plan for Zero FSI bearing reference no. MH/EE/BPCell/GM/MHADA-9/1317/2023 dated 20.07.2023 issued by MHADA **ANNEXURE H**
10. A copy of the Commencement Certificate for work upto Plinth level **ANNEXURE I**
11. A cancelled cheque to the Promoter at the time of execution of this Agreement **ANNEXURE J**
12. A copy of the Parking Plan **Annexure K**

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